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22 UNITED STATES DISTRICT COURT
23 CENTRAL DISTRICT OF CALIFORNIA

24 DEBRA BALL, an individual, on
25 Behalf of Herself and All Others
26 Similarly Situated,

27 Plaintiff,

28 vs.

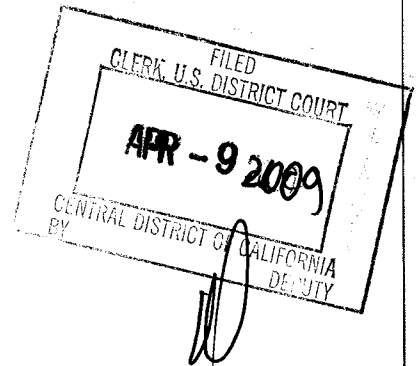
29 STAMPS.COM INC., a corporation;
30 and DOES 1 through 10, inclusive,

31 Defendants.

Case No.: CV08-08053 VBF (SSx)
*Assigned to the Honorable
Valerie Baker Fairbank*

**[PROPOSED] PROTECTIVE ORDER
RE: CONFIDENTIALITY OF
DOCUMENTS AND
INFORMATION**

[Discovery Document: Referred to
Magistrate Judge Suzanne H. Segal]



1 Based upon the Revised Stipulation Re: Confidentiality of Documents and In-
2 formation filed by the parties, and for good cause shown, the Court orders as follows:

3
4 1. This stipulated confidentiality agreement and protective order ("Protec-
5 tive Order") shall govern the production, use and handling of confidential documents
6 and information produced by any party in any form in the above-captioned litigation
7 (collectively "Material").

8
9 2. Any party or nonparty may designate as "Confidential" the following
10 documents or information, if the party in good faith believes that those documents or
11 information contain confidential, sensitive, proprietary business and/or financial in-
12 formation, which any Party or non party contends should be protected from disclo-
13 sure pursuant to this Protective Order – such documents or information are limited to
14 (1) documents that contain private information of Stamps.com customers, such as
15 credit card information, addresses or passwords; and (2) documents that contain cus-
16 tomer lists of Stamps.com.

17
18 3. GOOD CAUSE STATEMENT. Stamps.com maintains that good cause
19 exists for entering a protective order as to the two categories of documents identified
20 in paragraph 2 above. (1) California law recognizes the right of privacy as to per-
21 sonal customer information. *See Best Buy Stores, L.P. v. Superior Court*, 137 Cal.
22 App. 4th 772, 778 (2006); Cal. Const., art 1, § 1. Moreover, Stamps.com specifically
23 pledges to its customers that the company will maintain their information in strict
24 confidence. Therefore, without a protective order in place, private information of
25 Stamps.com's customers will be disclosed without protection. (2) California law
26 also recognizes that customer lists are confidential and trade secret information. *See*
27 *Thompson v. Impaxx, Inc.*, 113 Cal. App. 4th 1425, 1429-30 (2003). Therefore,
28

1 without a protective order in place, Stamps.com's trade secret information could be
2 publicly available to its competitors.

3
4 4. Confidential Material produced in this litigation shall be used solely and
5 exclusively for purposes of the prosecution and/or defense of this litigation; it shall
6 not be used by such persons for any other purpose not directly related to this litigation.
7

8
9 5. Any Party or non party producing or filing a document or thing in this
10 proceeding may designate it at the time of its production as subject to this Protective
11 Order by designating the Material as Confidential by typing or stamping on each
12 page so designated (without obscuring or defacing the Material) "Confidential." In
13 the event that such Material is disclosed in a non-paper medium (videotape, computer
14 disks, etc.), the notation "Confidential" shall be affixed outside of the medium
15 or its container so as to clearly give notice of the designation. The Parties agree to
16 exercise good faith in evaluating whether Materials should be designated Confidential
17 pursuant to this Protective Order.

18
19 6. If a Party, through inadvertence, produces any Confidential Material
20 without labeling or otherwise designating it as such in accordance with the provisions
21 of this Protective Order, the producing Party may give written notice to counsel
22 for the receiving Party, and the receiving Party shall treat the inadvertently produced
23 Material as if it had been originally labeled as "Confidential," shall undertake reasonable
24 efforts to retrieve all copies of such documents that may have been disclosed,
25 and shall label all copies of such documents as "Confidential."

26
27 7. If, at any time, one of the Parties disagrees with or challenges the
28 grounds or basis for the designation of any document or information as Confidential

1 Material, that Party shall nevertheless treat and protect such Material in accordance
2 with this Protective Order until and unless the other Party agrees in writing, or an or-
3 der of the Court has been entered and becomes enforceable, which provides that such
4 challenged Confidential Material may be used or disclosed in a manner different
5 from that specified in this Protective Order. In the event of such a disagreement, the
6 Party making the designation will have the burden of establishing that the informa-
7 tion is confidential.

8
9 8. Nothing in this Protective Order shall preclude any Party from seeking
10 and obtaining, upon a showing of good cause, additional protection with respect to
11 the confidentiality of documents or other information, including, but not limited to,
12 additional restrictions on disclosure to the Parties herein.

13
14 9. Before disclosing any Confidential Material (except Material that the
15 Party itself has designated as "Confidential") with any person or entity that is not a
16 Party to this action, or an employee of a Party to this action, the Party wishing to dis-
17 close the information will first obtain a written agreement from the third party agree-
18 ing to the terms of this Protective Order, including maintaining the confidentiality of
19 the information and agreeing not to disclose it to any other person or persons. The
20 Parties agree that sharing such information with third parties shall be limited solely
21 for the purpose of litigating this action. Counsel seeking to disclose such Confiden-
22 tial Material shall cause each such person to execute the "Consent to be Bound," the
23 form of which is attached hereto as Exhibit "A." Notwithstanding anything to the
24 contrary contained in this paragraph or in this Protective Order, Confidential Mate-
25 rial may be revealed to (a) the Court and its staff; (b) to all counsel, paralegals, secre-
26 taries and other staff employed by counsel for any of the Parties who have a legiti-
27 mate need to view the Confidential Material for purposes of prosecuting or defending
28

1 the litigation; and (c) to court reporters transcribing a deposition, hearing or other
2 proceeding in this matter, without requiring the signing of Exhibit "A."

3
4 10. For applications and motions to the Court for which a party submits
5 Confidential Material, such papers shall be accompanied by an application, pursuant
6 to Local Rule 79-5.1, to file the papers – or the confidential portion thereof – under
7 seal. The application shall be directed to the judge to whom the papers are directed.
8 Pending the ruling on the application, the papers or portions thereof subject to the
9 sealing application shall be lodged under seal. All such Confidential Information
10 which is submitted to the Court shall be filed in sealed envelopes or other appropri-
11 ate sealed contains, which envelopes or containers shall indicate: the title of the ac-
12 tion to which it pertains; an indication of the nature of the contents of the sealed en-
13 velope or other container; and the phrase "CONFIDENTIAL INFORMATION" or
14 words to that effect.

15
16 11. If any Confidential Material is presented at, or is the subject of inquiry
17 during a deposition, counsel for the Party whose Confidential Material is disclosed or
18 inquired may notify the deposition reporter to separately transcribe the portion of the
19 deposition testimony during which Confidential Material is discussed. That portion
20 of the deposition shall be deemed Confidential Material, and such portion of the
21 deposition shall be stamped "CONFIDENTIAL INFORMATION" or words to that
22 effect. This Protective Order does not preclude presenting the original of the tran-
23 script in its entirety to the deponent for review, correction and signing.

24
25 12. This Protective Order shall continue in full force and effect with respect
26 to all Confidential Material, whether or not offered into evidence at trial, until an-
27 other order modifies, supersedes or terminates it, and shall be enforceable as any
28 other order of the Court. At the conclusion of this litigation (including exhaustion of

1 all appeals), all such Confidential Material shall be destroyed or returned to the Party
2 who produced it and no Party, expert, consultant or any other person or entity to
3 whom such Confidential Material was produced shall retain any copies of such Con-
4 fidential Material. This paragraph does not pertain to trial exhibits, pleadings or cor-
5 respondence delivered in this litigation.

6
7 13. Nothing contained herein shall prevent any Party from using or disclos-
8 ing its own Confidential Material without having to comply with the terms of this
9 Protective Order.

10
11 14. The Court shall retain jurisdiction to make such amendments, modifica-
12 tion, deletions or additions to this Protective Order as the Court may from time to
13 time deem necessary or appropriate.

14
15 15. This Protective Order shall remain in full force and effect until another
16 order, if any, modifies, supersedes or terminates it, and shall be enforceable as any
17 other order of the Court. Until such time as the Court rules on this stipulated Protec-
18 tive Order, the Parties agree to be bound by its terms.

19
20 Dated: 4/9/09

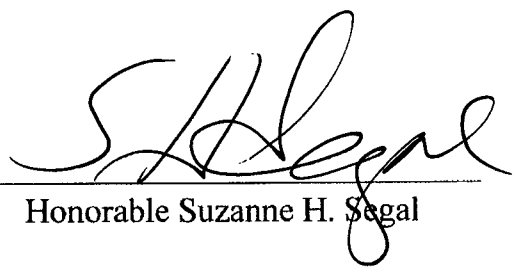
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22 
23 Honorable Suzanne H. Segal
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EXHIBIT "A"
FORM OF CONSENT TO BE BOUND

I, _____, declare as follows:

1. I have been provided with a copy of the Stipulation and Order Re: Confidentiality of Documents and Information issued in this action, and have read and understand its terms.

2. I hereby consent to be bound by the terms of the Stipulation and Order. I further consent to the jurisdiction of the United States District Court for the Central District of California for the purposes of any proceeding to enforce the terms of the Stipulation and Order or to punish the breach thereof.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on _____, at _____.